

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, : CIVIL ACTION
Plaintiff :
: NO. 04cv4264
v. :
: JONATHAN SHIEKMAN, :
Defendant :
: v. :
: ADMIRAL WINE & LIQUOR CO. :
630 S. 21st Street :
Irvington, NJ 07111 :
Third-Party Defendant :
:

THIRD-PARTY COMPLAINT

Defendant, Jonathan Shiekman (“Defendant”), by and through his attorneys, Fox Rothschild LLP, files the within Third-Party Complaint against Third-Party Defendant, Admiral Wine & Liquor Co. (“Admiral”), and, in furtherance thereof, avers as follows:

BACKGROUND

1. The Plaintiff, PNC Bank, National Association (“PNC Bank”), commenced the within action against Defendant for damages alleged to have arisen out of a breach of a Support Agreement, Exhibit “B” to Plaintiff’s Complaint.
2. A copy of Plaintiff’s Complaint is attached hereto as Exhibit “1” and incorporated herein for purposes of this Third-Party Complaint.
3. According to the allegations in Plaintiff’s Complaint:
 - a. Parliament Import Company (“Parliament”) and PNC Bank entered into a certain Loan and Security Agreement and related amendments (called collectively the

“Loan Agreement”) as of February 27, 1992 and subsequently. See Exhibit “A” to Plaintiff’s Complaint, attached hereto as Exhibit “1”.

b. Defendant entered into a Support Agreement with PNC Bank dated October 7, 1997, and Parliament and Admiral entered into an Asset Purchase Agreement dated July 7, 2003. The Asset Purchase Agreement is attached to Plaintiff’s Complaint as Exhibit “C”.

c. Allegedly by virtue of the supposed breach of certain conditions in the Support Agreement concerning representations about the place, existence, and condition of the inventory of wines and liquors of Parliament after the Asset Purchase Agreement was executed, PNC asserts it suffered certain damages, which is denied by Defendant.

4. Shiekman is an adult individual residing at 8 Ashbridge Lane, Linwood, NJ 08221.

5. Admiral is a recognized corporation doing business in both the State of New Jersey and the Commonwealth of Pennsylvania and has an office located at 3303 Atlantic Avenue, Atlantic City, New Jersey.

6. Shiekman is the Chief Executive Officer and President of Parliament and shareholder of Parliament.

7. Third-Party Defendant Admiral was fully aware of the PNC Bank loan agreement and lien upon inventory at the time it executed the Asset Purchase Agreement.

PNC BANK’S CLAIM AGAINST DEFENDANT

8. PNC Bank claims that Defendant, in connection with the Asset Purchase Agreement, sold all of Parliament’s then existing inventory of wines to Admiral, and that

Defendant caused the inventory to be transferred to Admiral's location at 630 S. 21st Street, Irvington, New Jersey. Exhibit "A" at ¶16.

9. PNC Bank asserts that Defendant, in so doing, breached the Support Agreement. Exhibit "A" at ¶15.

10. PNC Bank claims that Defendant, in so doing, caused it damages in an amount equal to \$505,303.11.

11. Suitable demand has been made of Admiral to pay for the inventory which has been sold and the unsold inventory, but it has refused to do so.

CLAIMS AND RELIEF DEMANDED

12. To the extent the finder of fact determines that Defendant has liability for some or all of the allegations in the Complaint, which liability has been expressly denied, said liability is the responsibility of Third-Party Defendant, Admiral, under the Asset Purchase Agreement by virtue of having purchased and taken actual and/or constructive possession of the inventory, and by materially breaching the Asset Purchase Agreement by not paying for the inventory in accordance with the terms of the Asset Purchase Agreement.

13. To the extent PNC Bank alleges that Defendant's action or failure to take certain action caused it to sustain damages as a result of the defalcation, Admiral is either:

- a. Liable over to Defendant on PNC Bank's cause of action; or
- b. Jointly and severally liable with Defendant on PNC Bank's cause of action.

WHEREFORE, Defendant demands judgment in his favor against Admiral and against all other parties, together with any other relief the Court deems proper, including interest and costs as applicable.

KEAN K. McDONALD, ESQUIRE (km3632)
FOX ROTHSCHILD LLP
2000 Market Street, 10th Floor
Philadelphia, PA 19103
215-299-2862
Attorneys for Defendant,
Jonathan Shiekman

Date:

CERTIFICATE OF SERVICE

I, Kean K. McDonald, Esquire, attorney for defendant, Jonathan Shiekman, hereby certify that a true and correct copy of the within Third-Party Complaint was served via U.S. Mail upon the parties listed below.

Kean K. McDonald (km3632)

James W. Hennessey, Esquire
Dilworth Paxson LLP
3200 Mellon Bank Center
1735 Market Street
Philadelphia, PA 19103-7595
Attorneys for Plaintiff

Date: _____